

III. USE REGULATIONS

A. General Policy

1. Any person or persons violating these Rules and Regulations or constituting a public nuisance will be required to leave the facility and surrounding premises immediately.
2. Lessee is responsible and liable for the conduct of all attendees regardless of whether or not such conduct is known to, or condoned by, Lessee.
3. Management reserves the absolute right to enter any part of the facility at any time.

B. Condition of the Premises

1. Lessee is responsible for leaving the facility in substantially the same condition as received. Excessive cleaning, as defined by management, building and/or equipment repairs, and contractor services required for cleaning and/or repairs resulting from Lessee's use of the facility will be charged to Lessee.
2. At the conclusion of the event, Lessee and management's representative will jointly inspect the facility, identifying any area(s) requiring repair and/or additional cleaning.

C. Equipment and Services

1. Lessee will use only those facilities and equipment specified on the rental agreement.
2. Centennial Hall will furnish light, heat, and water incidental to ordinary building use. Extra lighting or electrical power will be charged to Lessee at prevailing rates.
3. All electrical connections must be made by Centennial Hall personnel or an approved electrical contractor. Multiple plugs, such as twin sockets or cube taps, are not permitted. Any unauthorized electrical connections will be disconnected by management or a contractor, the cost of which will be charged to Lessee.
4. Water is supplied for ordinary toilet, kitchen, and custodial purposes, but not for any other purpose unless specified on the rental agreement. Damage to any water service or appliance resulting from misuse of any kind will be charged to Lessee.
5. The operation of all facility equipment, including heat, ventilation, light, and sound systems, will be performed only by Centennial Hall personnel unless otherwise specified on the rental agreement.

D. Personnel

1. Centennial Hall reserves the sole right to define and require adequate staffing and security for all events. Management will

furnish, without charge to Lessee, normal set-up, take-down, and clean-up services. All other personnel deemed necessary by management will be charge to Lessee.

2. Additional security, maintenance, stage, and other personnel are available, upon 48-hour notice, at Lessee's expense.

E. Security Guards

1. Management reserves sole authority in determining the number of security guards required and in arranging for their presence at an event.
2. Lessee may not employ or arrange for the presence of any uniformed and/or armed security personnel. However, Lessee may employ at his or her own expense non-uniformed, unarmed personnel to assist in the management of an event. Such personnel will not replace nor assume the functions of Centennial Hall required security guards.
3. Security guard service is charged at an hourly rate with a four-hour minimum. Lessee will be charged 50% of the cost of the initial guard and 100% of the cost of any additional guards.
4. If, in the opinion of management, additional guards are required after an event has begun, such costs will also be charged to Lessee.
5. Security guards function as representatives of Centennial Hall management, not as employees of Lessee. All attendees of an event, including Lessee, must comply with the instructions of the security guard(s). Failure to comply may result in ejection from the premises, closing of the event, and/or cancellation of any future Lessee use of the facility.

F. Alcoholic Beverage Regulations

1. Alcoholic beverages may be served only with management's permission. Management reserves the right to place restrictions on the use of alcoholic beverages in accordance with State laws and Centennial Hall policies.
2. As stated above, Lessee must obtain an A.B.C. License or the services of an A.B.C. licensee when required to do so by State laws and Centennial Hall regulations. Licensee is responsible for removing all beverages, equipment, and refuse from the premises immediately following the event.
3. No alcoholic beverages may be sold, served, or consumed on the premises between the house of 2:00 a.m. and 6:00 a.m.
4. Evidence of a minor consuming alcoholic beverages during an event will result in the closing of the event without refund of any fees to Lessee. Lessee is absolutely liable for the conduct of all attendees.

G. Minors

1. Minor is defined as a person under 21 years of age.
2. Minors under the age of 18 years, who want to sponsor an event at Centennial Hall, must have an adult sign the rental agreement. That same adult must be present at and supervise the event.
3. Events attended exclusively or in large numbers by minors must at all times have adequate adult supervision. Management will determine the required level of supervision.

H. Gambling

1. Gambling, as proscribed by California State laws and Hayward City ordinances, is prohibited.

I. Dangerous Weapons

1. Neither firearms nor other dangerous weapons, as defined by the City of Hayward Municipal Code, are allowed in Centennial Hall. If any person is found to be in possession of a firearm or other dangerous weapon, the Hayward Police Department will be immediately notified and the event may be closed without refund of fees to Lessee. Lessee is absolutely liable for the conduct of all attendees.

J. Caterers

1. Only those caterers previously authorized by the Hayward City Council are permitted to operate around or within the facility. Caterers are approved by the City Council on an annual basis and, as such, have the responsibility of providing quality items at fair prices to insure the continued use of Centennial Hall by all groups in the community.
2. Menus and prices will be arranged solely between the caterer and the Lessee. Management is not to be considered as associated with or involved in any negotiations or disputes between caterer and Lessee.
3. Food and refreshments, including alcoholic beverages, will be permitted only in certain areas as designated by management. Eating and/or drinking is prohibited in all corridors of the facility.
4. A non-profit group sponsoring a major ethnic food event, for which appropriate services/menus are not obtainable from an authorized caterer, may, with the City Manager's permission, be allowed to make special arrangements. When such arrangements involve use of Kitchen #1, Lessee must hire a representative from an authorized caterer to supervise kitchen use.

K. Decorations

1. Any decorating, covering, or change to the facility should be discussed at the time the rental agreement is completed. All proposed decorations must be approved by management. Only those professional decorators approved by management will be allowed to operate around or within the facility.
2. All decorations must be made of fire retardant materials. The use of cellophane tape, nails, staples, screws, etc., is forbidden. Masking tape may be used, but it must be thoroughly removed following the event. Plants must be in waterproof containers.
3. No foreign substances may be put or used on the floors.
4. Lessee is responsible for putting up and taking down all decorations. If Lessee does not remove all decorations, management may remove it without liability for damage or loss and, further, may charge Lessee for labor and storage costs.
5. Decorations must be put up and taken down on the day of the event unless additional rental arrangements are made.

L. Attendance Capacity Limitations

1. Lessee promises not to sell or otherwise distribute more tickets or invitations to an event than the number specified in the rental agreement nor at any time to exceed the capacity limit approved by the Fire Department.

M. Advertising

1. Lessee promises not to use any advertising material that implies sponsorship of the event by Centennial Hall or the City of Hayward.
2. Advertising on the Centennial Hall marquees and the property surrounding Centennial Hall is subject to control solely by management.

N. Federal Copyright Act

1. Lessee warrants that all copyrighted material to be performed or reproduced has been duly licensed or authorized by the copyright owners or their representatives and agrees to indemnify, hold harmless, and defend Centennial Hall, the City of Hayward, and its officers and employees, from any and all claims, actions, losses, or expenses with regard thereto.

O. State Tax

1. Lessee recognizes and understands that this rental agreement may create a possessory interest subject to property taxation and that

the Lessee may be subject to the payment of property taxes levied on such interest.

2. Legally, the Assessor of the County of Alameda is required to assess all lessees as having a possessory interest in the use of all non-taxable, publicly-owned real property such as Centennial Hall. Practically, lessees may be required to pay such tax because all leases must be reported annually to the Assessor's Office. Information from the Assessor indicates that for a one-time use of less than 24 hours and a rental fee of \$300.00, the tax would be about \$6.00. If taxed, non-profit organizations may file for exemption at the Assessor's Office.

P. Government Agency Use

1. The following policies pertain to the use of Centennial Hall by municipal, county, state, and federal agencies:
 - a. For all City of Hayward events, the rental fee will be waived. Those events sponsored or hosted by the City of Hayward must have the prior approval of the City Manager.
 - b. For all other governmental events, the agency will be charged the non-commercial rate.
 - c. No City of Hayward event with an expected attendance of less than 25 persons will be scheduled at Centennial Hall unless other City conference rooms are reserved and/or occupied on the specified date
 - d. All City of Hayward events, except Personnel Department examinations, will be on a "space available" basis and will remain tentative until one month prior to the event. Such events may be rescheduled or displaced within one month of the event.
 - e. For Personnel Department examinations, reservations will be made on a "space available" basis, but will not be cancelled due to a fee-paying lessee.
 - f. City of Hayward reservations will not be accepted for recurring meetings. A separate reservation must be made for each meeting/event, not more than three months in advance.